

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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2269

failure to designate a document "Confidential" in accordance with the terms of this Order will not preclude a later designation to the extent that confidential treatment can still be obtained without undue burden or expense on any party to the Matter.

4. Confidential documents or information derived therefrom may be disclosed or made available by the party receiving such information only to "Designated Persons," who consist of:

- (a) The Court (in the manner provided by paragraph 7 hereof);
- (b) Outside or in-house counsel to the parties to the Matter and clerical, secretarial and paralegal staff employed by such outside or in-house counsel;
- (c) Clerical or ministerial service providers, such as outside copying or litigation support personnel, retained by the parties or counsel;
- (d) Court reporters;
- (e) Any person scheduled to appear as a witness at trial or at a deposition, when disclosure is reasonably necessary in connection with said appearance;
- (f) All individuals who are named parties and all individuals who are or were the officers or employees of corporate named parties, when disclosure is reasonably necessary in connection with the prosecution or defense of the Matter;
- (g) Expert witnesses and consultants of the parties who agree to be bound by the terms and conditions of this Order, and
- (h) A mediator in the Matter

(i) Any other person to whom V&E agrees in writing.

5. (a) Confidential documents or information derived therefrom shall not be disclosed to persons other than Designated Persons. Nothing contained herein shall prevent V&E from using or disclosing its own Confidential documents or information as it deems appropriate.

(b) Designated Persons shall not make copies, duplicates, extracts, summaries, or descriptions of the Confidential documents or any portion thereof except as may be necessary in connection with the preparation for, trial of, or post-trial proceedings in this Matter. Any such copies, duplicates, extracts, summaries, or descriptions shall be classified as Confidential and shall be subject to all of the terms and conditions of this Order.

6. V&E may designate as Confidential its interrogatory responses, responses to requests for admission, responses to other discovery demands, and other information that it contends contains Confidential Information.

7. If any Confidential documents or quotations from or references to such materials are to be included in papers filed with or otherwise disclosed to the Court, such papers shall be labeled "Confidential – Filed Under Seal" and, if filed, shall be filed in Court in a sealed envelope or other container.

8. By agreeing to this Order, V&E does not concede the relevancy, responsiveness, materiality, or admissibility of any of the documents sought by Plaintiffs. Furthermore, no negative inference or characterization shall be made of the fact that a document bears a "Confidential" stamp. At the request of V&E, a trial exhibit shall not bear any such legend, in which case V&E shall bear the expense of creating copies that do not bear the legend.

9. Within sixty days after the conclusion of the Matter, and upon written request by V&E, all Confidential documents and any copies thereof, and all documents containing information derived therefrom, shall be destroyed by the receiving party, and an affidavit of destruction shall be provided to V&E. Briefs, pleadings, correspondence, written discovery responses, transcriptions of testimony, attorney work product, and other court papers prepared for use in the Matter need not be returned or destroyed, but, if such documents contain information derived from Confidential documents, they shall be kept confidential by counsel for the parties and remain subject to the restrictions herein.

10. If Confidential documents produced by V&E, or information derived therefrom in the possession of a receiving party, are subpoenaed by any court, administrative, or legislative body, or any other person purporting to have authority to subpoena such information, the party to whom the subpoena is directed shall give written notice of the subpoena (including delivery of a copy thereof) to John K. Villa and Gilbert O. Greenman, at Williams & Connolly LLP by hand delivery or facsimile not less than ten business days prior to the time when production of the information is requested by the subpoena. In the event that the subpoena purports to require production of such Confidential documents or information derived therefrom on less than ten business days' notice, the party to whom the subpoena is directed shall give telephonic notice of the receipt of such subpoena as soon as reasonably practical, and forthwith deliver by hand or facsimile a copy thereof, to John K. Villa and Gilbert O. Greenman, at Williams & Connolly LLP. Absent a court order to the contrary, or written confirmation from the party serving the subpoena that the party to whom the subpoena is directed need not comply therewith, the party to whom the subpoena is directed may comply therewith.

11. Designation of any document as Confidential shall not preclude any party from contending before the Court that a designated document does not qualify for confidential treatment under Rule 26(c) of the Federal Rules of Civil Procedure or that Confidential treatment is not warranted.

12. Absent unanticipated circumstances, Lead Plaintiffs will not oppose motions by V&E for confidential treatment of (1) deposition testimony regarding the Confidential documents or materials or matters contained therein or (2) the documents or materials themselves when used as deposition exhibits.

13. If V&E knows or believes that any other party is in violation of or intends to violate this Order and has raised the questions of violation or potential violation with the opposing party, and has been unable to solve the matter by agreement, it may move the Court for such relief as may be appropriate under the circumstances.

14. This order shall not be interpreted in a manner that narrows or limits any stipulations regarding the confidentiality of V&E documents currently in effect.

15. The binding effect of this Order shall survive termination of the Matter, and the Court shall retain jurisdiction to enforce the Order.

SO ORDERED:



MELINDA HARMON
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF TEXAS

Dated: July 12, 2004

AGREED:

D. Paul Howes by [Signature] (w/ permission)

G. Paul Howes, Esq.

Helen J. Hodges, Esq.

Matthew P. Siben, Esq.

LERACH COUGHLIN STOIA & ROBBINS LLP

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Dated: June 21, 2004

Counsel for Lead Plaintiffs

[Signature]

John Villa, Esq.

Gilbert O. Greenman, Esq.

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Dated: June 18, 2004

*Counsel for Defendants Vinson & Elkins
L.L.P.*